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Canada Border Services Agency | Agence des services frontaliers du Canada

Contract No. / Nº du contrat : 2021002616

Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road – 355 ch. North River
17th Floor – 17ieme étage
Ottawa ON K1A 0L8

Title — Sujet :
Anaconda Compliance Project

Contract No. — Nº du contrat :
2021002616

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :
Destination of Goods, Services, And Construction —
Destination des biens, services et construction
See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :
Canada Border Service Agency
Agence des services frontaliers du Canada

vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

DocuSigned by:

Signature _____ Date 3/4/2021 | 3:00 PM PST

Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)

Contracting Authority — Autorité contractante :
Mark Boschman

Telephone No. — No de téléphone:
343-551-6794

Fax No. — No de télécopieur :

E-Mail Address — Courriel:
Mark.Boschman@cbsa-asfc.gc.ca

Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.) :
$15,000.00

Currency Type - Genre de devise :
USD

Vendor / Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur :

Anaconda, Inc.
815 Brazos St. Suite A #558
Austin
Texas
78701
United States

Signed for the President by — Signé pour le Président par :

CLEROUX NANCY

Digitally signed by CLEROUX NANCY
Date: 2021.03.03 16:49:05 -05'00'

Signature Date

Name and Position Title — Nom et Titre du poste
A/Team Lead,
Strategic Procurement Division (SPD)

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Annex "A" Statement of Requirement
Annex "B" Basis of Payment

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CONTRACT CLAUSES

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1. Requirement

The Contractor must provide products listed in Annex B, Basis of Payment, in accordance with the Contract.

1.1. Client

The Client is Canada Border Services Agency (CBSA).

1.2. Reorganization of Client

The Contractor's obligation to perform the Work will not be affected by and no additional fees will be payable as a result of the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

2. Standard Clauses and Conditions

All clauses identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity Goods, apply to and form part of the Contract, as modified below:

Delete 2030 21 (2008-05-12) Ownership
Delete 2030 22 (2014-09-25) Warranty
Delete Sub-Section 5 of 2030 31 (2014-09-25) Default by the Contractor
Delete 2030 26 (2008-05-12) Liability

3. Term of Contract

3.1 Period of the Contract

The "Contract Period" is the entire period of time during which the Contract is obliged to perform the Work, which includes:

(i) The "Contract Period" which begins the date the Contract is awarded and ends on March 3, 2022 included; ; and

3.3. Subscription Period

The Subscription Period for this contract is March 4, 2021 and ends on March 3, 2022.

4. Authorities

4.1 Contracting Authority

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The Contracting Authority for the Contract is:

Name: Mark Boschman
Title: Contracts Officer
Organization: Canada Border Services Agency
Strategic Procurement Division
Address: 355 North River Road, Tower B
Ottawa, ON K1A 0L8

Telephone: 343-551-6794
Email: mark.boschman@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

The Project Authority for the Contract is:

Name: Mohamed Migahed
Title: Manager, Data Science and Analytics, SPB
Organization: Canada Border Services Agency
Address: 333 North River Rd., Tower A
Ottawa, ON, K1A 0L8
Telephone: (613)240-0720
Email: Mohamed.Migahed@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5. Payment

5.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.2. Note to Paying Office - Payment made in US funds

The amount of **$ 18,939.00** Canadian has been calculated on the basis of $1.00 US equaling **$ 1.2626** Canadian. Payment will be made in US funds and the amount required in Canadian funds will be adjusted to the rate of exchange in effect when the necessary foreign funds are purchased.

5.3. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work, granting access to the license,

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in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada;
c. the Work delivered has been accepted by Canada.

5.4. Rate or Price Certification

The Contractor certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

5.5. Discretionary Audit

SACC Manual clause C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services is hereby included as part of the terms of the Contract.

6. Invoicing Instructions

a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

   Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

   vendors-fournisseurs@cbsa-asfc.gc.ca
   This email address is to be used for submitting invoices and for payment status inquiries.

   Direct Deposit:
   The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

   Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: **If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.**

7. Certifications

The Contracting Authority will have the right to ask for additional information to verify the Contractor's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will constitute a default under the Contract.

7.1. Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any

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certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement herein under the Contract Clauses;
(b) the general conditions 2030 (2020-05-28), General Conditions - Goods or Services (Low Dollar Value);
(c) Annex A, Statement of Requirement;
(d) Annex B, Basis of Payment.

10. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance is hereby included as part of the terms of the Contract.

11. Contract Recourse Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the **government institution that issued the Contract**. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website and the clause below.

a) Canadian International Trade Tribunal

A supplier may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;
- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: Canadian International Trade Tribunal.

b) Office of the Procurement Ombudsman

A supplier may have recourse with the Office of the Procurement Ombudsman provided:

- The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than $25,300 for goods or less than $101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: Office of the Procurement Ombudsman.

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

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c) Office of the Procurement Ombudsman - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

d) Office of the Procurement Ombudsman — Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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ANNEX A – STATEMENT OF REQUIREMENT

Title

Anaconda Commercial Edition

Scope

Anaconda is a defacto desktop software for data science and statistical analysis projects. It is widely used in the data science community. Anaconda includes Python and R, plus many popular open sources packages for data analytics and machine learning (i.e. numpy, pandas, scikit-learn).

The CBSA has been using Anaconda (as free software) and its curated packages for about two years. There are about Anaconda users within CBSA across many organizations (Targeting, CDO, Commercials, Travellers, Auditing etc.).

In June 2020, Anaconda changed its terms of use. As a large organization, a commercial license is required starting in 2021. The CBSA has been in discussion with Anaconda on procurement since November 2020, as a result, Anaconda granted 60 days exception while procurement is in progress.

The quote for users is USD$15,000. License is renewed annually.

Objective

Anaconda is a key part of the data science tool box. It helps enable the agency's data analytics capability.

Requirements

The CBSA is required to have Anaconda Commercial Edition to continue current data science work.

Deliverables and Delivery Schedule

The Anaconda Commercial Edition is required ASAP for CBSA to be compliant.

Anaconda will email license token to CBSA. Anaconda software can be downloaded directly from Anaconda.

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ANNEX B – BASIS OF PAYMENT

The Subscription Period for the Services described below shall be:

Product	Item SKU and Description	Qty	Annual Firm Price (USD)	Extended Annual Firm Price (USD)
Anaconda Commercial Edition- Large Enterprise	**SFT.ACE-LE** - Anaconda Commercial Edition - Employees (Large Enterprise)			
Tier 1 Support (Anaconda Commercial Edition)	**SUPP.ACE-TIER1** - 1 Support Ticket per month for 12 months. Tier 1 Support includes basic package availability and interoperability questions.			
Tier 2 Support (Anaconda Commercial Edition)	**SUPP.ACE-TIER2** - 1 Support Hour. Tier 2 Support includes projects and customer specific support needs (package interoperability issues, building conda packages, etc).			
			Sub-Total:	$ 15,000.00
			*Sub-Total in CDN using exchange rate of 1.2626:	$ 18,939.00
			Total USD:	$ 15,000.00
The Subscription Period for the Contract starts on March 4, 2021 and ends on March 3, 2022.				

* On March 3, 2021, $15,000.00 U.S. dollar(s) = $ 18,939.00 Canadian Dollar(s), at an exchange rate of 1.2626.

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Reset

PROCUREMENT INTAKE FORM

This form is used to initiate a procurement request at the Canada Border Services Agency. It must be completed, along with all applicable documents identified in **Part 6**, and attached to a Procure to Pay (P2P) entry.

For any questions, please refer to the instructions provided at the end of the form or contact CBSA Contracting.

PART 1 – TYPE OF REQUEST

○ **New Contract request for Services**	• Please complete **Part 2, 3, 4,** and **5.1** and provide the documentation requested in **Part 6** • Specify commodity group:
● **New Contract request for Goods**	• Please complete **Part 2, 3, 4,** and **5.1** and provide the documentation requested in **Part 6** • Specify commodity group: Hardware or Software
○ **New Task Authorization/ Request on a contract**	• Please complete **Part 2, 3, 4,** and **5.2** and provide the documentation requested in **Part 6** • Specify Contract number:
○ **Amendment to an existing Contract/Task Authorization**	• Please complete **Part 2, 3, 4,** and **5.4** and provide the documentation requested in **Part 6** • Specify Contract number:

PART 2 – GENERAL INFORMATION

Is your request linked to a recognized CBSA initiative?

Enterprise Data Analytics initiative

Cost Centre	Funds Number	Functional Area Number
181520030	2001	74900
GL Number	**WBS**	**I/O**
77127	C-00047-20-04	N/A

PART 3 – PROJECT AUTHORITY INFORMATION

Name Mohamed Migahed	**Branch** ISTB
Phone number	**Email** CBSA.APM_Contracting-GPA_Contrats.ASFC@cbsa-asfc.gc.ca

PART 4 - PREAPPROVALS

The procurement of some goods and services cannot be initiated directly with the Strategic Procurement Division. If your request falls under the following groups, you must first obtain the approval of the following functional authorities. **Proof of the approval must be kept on file and attached to your P2P entry.**

- ☐ IT Hardware: CBSA/ASFC.IT-ManagementServicesProcurement@cbsa-asfc.gc.ca
- ☑ IT Software: CBSA/ASFC-IT_ContAdmin/TI_AdmContr@cbsa-asfc.gc.ca (submit through IT portal)
- ☐ French Language Training : French Language Group - OL_Training-Formation_LO@cbsa-asfc.gc.ca
- ☐ Furniture (excluding ergonomic chairs): HQ-Accommodation-Amenagement_AC@cbsa-asfc.gc
- ☐ Travel, hospitality and conferences expenses, or expenses to reimburse travel for a contractor, must be preapproved at the Vice-President level and must be incorporated in a formal travel plan: for advice and guidance, contact SAP Helpdesk
- ☐ Requests to hire Procurement Specialists must be approved by the Director, Strategic Procurement Division (Josephine.Dahan@cbsa-asfc.gc.ca)

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PART 5 – PROCUREMENT REQUEST INFORMATION

5.1 New contract request (Goods or Services)

Proposed project title

Anaconda Compliance Project

Summary/description of project

Anaconda is a standard open source data science toolset including value-added pre-compiled Python/R package repository for advanced analytics. CBSA has been using Anaconda since 2018. Anaconda terms of service changed in summer 2020 and CBSA is required to obtain Commercial Edition license to be compliant and continue use and maintain current capability.

Do you know if there is a Standing Offer available?

- ○ Yes
- ◉ No

If yes, please specify:

Proposed start date:	Proposed end date:	Expected delivery date (for goods):
02/08/2021	02/08/2022	

Describe option periods / optional quantities (if required)

None

Is your request susceptible to Intellectual Property?

- ○ Yes
- ◉ No

Will there be any follow-on work to your requirement?

- ○ Yes
- ◉ No

If yes, please explain:

Was the request Forecasted in the Business Planning Consolidation (BPC) system?

- ○ Planned in BPC
- ◉ Unplanned

If unplanned, please explain: The software was free for everyone, and just recently became available only by purchase.

Has there been, in the last 12 months, an incumbent contractor performing the same, similar, or related service(s)?

- ○ Yes
- ○ No

If yes, please provide contract number: N/A

5.2 New Task Authorizations/Request on Contract

Is the Task Authorization/Request on Contract in scope with the existing contract?

- ○ Yes
- ○ No – submit a new contract request.

Proposed start date:	Proposed end date:	Expected delivery date (for goods):

Are the dates within the contract period?

- ○ Yes
- ○ No – further consultation with SPD will be required

Are there enough funds remaining in your contract to cover the value of your request?

- ○ Yes
- ○ No – further consultation with SPD will be required

5.4 Request for Amendment on Contract/Task Authorizations (TA)

5.4.1 General information on amendment to Contract/Task Authorizations (TA)

Current value of Contract / Task Authorization	Value of Amendment	Amendment Number	Current Contract / Task Authorization expiry Date

Is your request to exercise an existing option period?

- ○ N/A – the amendment is on a Task Authorization
- ○ Yes
- ◉ No – Complete **Part 5.4.2**

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5.4.2 Information for unplanned amendment on Contract/Task Authorizations (TA)

What is the justification for the amendment?

What is the reason for this unplanned amendment? (please provide detailed explanation)

Is the proposed amendment for additional work?

- ○ Yes – please include a revised Statement of Work (SOW)
- ◉ No

Will the amendment affect the completion date?

- ○ Yes
- ◉ No

If yes, please indicate new completion date:

Are there any risk and/or legal considerations that could arise as a result of this amendment request such as Employer-Employee Relationship?

- ○ Yes
- ◉ No

If yes, please explain:

PART 6 - ATTACHMENTS

Different documents are required based on the intended process and clients must provide at a minimum the documents below. These documents are required in order for the requirement to be assigned to a Contracting Officer. Additional documents may be requested by the Contracting Officer following the initial review.

Note: If the request is for the purchase of software or software maintenance, the Shared Services Software Form must also be attached to your P2P entry.

New Contract request for Services	Statement of Work	Bid Evaluation Criteria	Security Requirements Checklist	Employer-Employee Relationship Checklist	Sole Source Justification (if required)	Sole Source 7 Questions (if required)
New Contract request for Goods	Statement of Requirement	Security Requirements Checklist	Sole Source Justification (if required)	Sole Source 7 Questions (if required)	Quote (if available)	
New Task Authorization	Statement of Work	Employer-Employee Relationship Checklist	Other requirements might be required based on the Terms and Conditions of the contract (i.e. Non Disclosure Agreement)			
New Request on a contract	Statement of Requirement	Other requirements might be required based on the Terms and Conditions of the contract (i.e. Non Disclosure Agreement)				
Amendment to an existing contract/task authorization	Statement of Work (if required by **Part 5.4**)	Other requirements might be required based on the Terms and Conditions of the contract (i.e. Non Disclosure Agreement)				

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INSTRUCTIONS

Part 1 – Type of Request

Clients are required to select the appropriate actions required. Clients may identify that more than one option may apply [e.g. exercise of a contract option period (amendment request) prior to issuing a Task Authorization]. The option chosen here will dictate which fields need to be completed.

Part 2 – General Information

Is your request linked to recognized CBSA initiative:

Client can indicate if their request is part of a CBSA initiative by using the drop down menu. If their imitative is not an option, clients must leave it blank.

Cost Centre/ WBS/ I.O./ Funds Number/ Functional Area Number:

These fields are required for reporting purposes and ensures timely client service when tracking requests.

GL Number:

Your GL account number denotes your commodity type, and can be found on the GL Spreadsheet.

Part 3 – Project Authority Information

Project Authority Name:

For the purpose of a contract, a client is the CBSA employee (i.e. not a contractor) that has been designated to collaborate with SPD to take decisions on the statement of work and/or the evaluation criteria or sole-source justification. While it is recognized that collaboration or management buy-in is often required on approaches, the full time employee (FTE) identified as the client must have the ability to make decisions as it relates to the contract request.

Training for Statement of Work Development, Contract Management and Evaluation Criteria are available through the Canada School of Public Service. Consult the SPD if you are interested in enrolling.

Project Authority Branch:

Client Branch is required for statistical purposes and allow timelier client service when tracking down requests.

Project Authority Phone Number and Email:

This field gives contracting officers easy access to their client's contact information.

Part 4 - Preapprovals

The CBSA has several initiatives underway to safeguard our infrastructure and the integrity of our processes. The list of commodities and resource categories provided herein represents some of those initiatives to ensure that the goods and services we acquire will be value added to the Agency. Acquiring preapprovals from these functional authorities is mandatory. Proof of the approval must be kept on file.

Part 5 – Procurement Request Information

5.1 New Contract request (goods and services)

Proposed Project Title:

Having the project title on the form helps Contracting Officers easily recognise your request. Please ensure you remain consistent and communicate any changes.

Summary Description:

The summary description is to be short and provide an indication of what type of contracting will be undertaken (e.g. Technical architect – Special project xyz, Work Description writer – FB generics, etc.).

Do you know if there is a Standing Offer available?

Please specify if there is a known standing offer available. If the client doesn't know of the existence of a standing offer for their request, the contracting officer assigned to the request will advise. Please note that the use of some standing offers is mandatory.

Proposed start date:

Processing a contract can require a significant amount of time. Factor in the service level standards depending on the type of contract request. This allows for more accurate financial forecasting as well as allows management to plan interim measures until a contract is in place.

Proposed end date:

If there is a hard date by which the services must be completed, indicate this date as the end date. If there is a requirement to have a contract for period of time (e.g. three years) state the duration from contract award. The fourth quarter of fiscal year brings a high workload in SPD, if there are no operational justification for having a contract end on March 31st, it is strongly encouraged to have the end dates scattered throughout the fiscal year to help manage volume and allow SPD to provide better client service.

Describe any option periods / optional quantities:

In some contractual agreements, inserting an option period (or multiple option periods) to Canada's discretion is a very sound approach. If is it required to insert such option, identify the option period(s) required after the initial period (e.g. 3 x 1 year, 1 x 2 years, etc.).

Note: Option periods must be factored in the total estimated value of the contract.

Is your request susceptible to Intellectual Property?

Dealing with Intellectual properties without having the proper clauses and prior-agreements could expose the Agency to risk and potential legal challenges from suppliers.

Will there be any follow-on work to your requirement?

Some services are meant to be continuous. The contractual agreement must reflect the continuous nature of the requirement to ensure the CBSA obtains best value. Additionally, obtaining a continuous service without the proper contracting arrangement could expose the Agency to risk and potential legal challenges from suppliers.

Was the request Forecasted in the Business Planning Consolidation (BPC) system?

Indicates whether this was a planned procurement listed in BPC or unplanned.

Has there been, in the last 12 months, an incumbent contractor performing the same, similar, or related service(s)?

Indicates whether there has there been, in the last 12 months, an incumbent contractor performing the same, similar, or related service(s)? This allows Contracting Officers to find documentation related to your request.

5.2 New Task Authorizations/Request on Contract

Is the Task Authorization/Request on Contract in scope with the existing contract?

Contracts are often created for a specific client, project or initiative. Clients must first ensure that they are using contracts that were created to cover their specific need. Scope creep, misuse and abuse of contracts expose the Agency to risk and potential legal challenges from suppliers.

Proposed start date:

Processing a task authorization/request on contract can require a significant amount of time. Factor in time for SPD to review requirements, ensure resource/good availability and validate security requirements. This allows for more accurate financial forecasting as well as allows management to plan interim measures until a task authorization/request on contract is in place.

Proposed end date:

If there exists a hard date by which the services must be completed, indicate that date as the end date. If the task authorization/request on contract is for a specific period of time (e.g. one year), state the duration from the start date. The fourth quarter of fiscal year brings a high workload in contracting, if there are no operational justification for having a task authorization end on March 31st, it is strongly encouraged to have the end dates be scattered throughout the fiscal year to help manage volume and allow SPD to provide better client service.

Is the start and end date within the contract?

Contracts are often created for either a specific period of time or require that work be done by a specific date. Clients are to monitor the work progress against the contract period to ensure that a work authorization aligns with the contract period. If the contract will expire and there are no option periods, however there is a need to issue a task authorization must submit a request to extend the contract (exceptional circumstances and must be fully justified) or initiate a new contract request.

Is there enough financial room in your contract to cover the value of your request?

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Contracts are created for a specific value of money. As part of sound contract management practices, clients are to monitor their contract burn rates to ensure there is sufficient capacity to see them through the contract period. If a contract is at risk of running out of funding and there are no option periods, however there is a need to issue a task authorization, clients must submit a request to extend the contract (exceptional circumstances and must be fully justified) or initiate a new contract request. Clients should request contracts with financial contingency to cover unexpected evolutions in the work. By building in option years and optional additional quantities, this will safeguard the client from their contract ending. Clients should avoid right-sizing their requirement based on internal CBSA contracting delegation, CBSA has limited contracting authority and our exceptional amendment authority is to be used in exceptional circumstances.

5.4 Request for Amendment on Contract/TA

5.4.1 General information on amendment to Contract/TA

Current Value of Contract/TA / Value of amendment:

Will help Contracting officers determine if an amendment is the right course of action.

Amendment Number:

This will denote how many previous amendments were made to the contract.

Current Contract/TA Expiry Date:

This will help contracting officers determine urgency, as well as establish if an amendment is the right course of action.

Is your request to exercise an existing option period?

Some contract have options periods that we anticipated and pre-approved when the contract was issued. Amending a contract by utilizing it's option periods is considered low risk. Amendments on contracts that do not have option periods are considered unplanned amendments and must be processed differently.

5.4.2 Information for unplanned amendment on Contract/TA

What is the justification for the amendment?

Why is this amendment needed? A short description of your need will help contracting officers determine the best course of action.

What is the reason for this unplanned amendment?

Proper planning, which includes a good needs analysis, clear definition of requirements, and a well-written SOW, coupled with proactive management of the work and the contract, should prevent unplanned amendments. SPD will conduct reviews of avoidable amendments and ensure proper planning is in place for future contracts.

Is the proposed amendment for additional Work?

Contract amendments that change the scope of work often expose the Agency to risk and potential legal challenges from suppliers. Exceptions can be made where there is no significant program impact and the contracting authority is able to negotiate consideration in return from the supplier.

Will the amendment affect the completion date?

Where an extension of the contract period is being considered, it is important to ensure that an extension is the most efficient and effective method of procurement for the requirement and will result in value for money. The decision to extend the dates of a contract rests with the SPD. Such a decision must be well documented and defensible.

Are there any risk and/or legal considerations that could arise as a result of this amendment request such as Employer-Employee Relationship?

It important to maintain an independent relationship with contracted resources. Contract amendments should never be used as a mean to manage a resource.

Part 6 – Attachments

Based on the intended process, different documents are required. Provide at a minimum the documents listed in Part 6. These documents are required in order to have the contract request assigned and reviewed by a Contracting Officer.

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ANACONDA

ORDER FORM

Anaconda, Inc.
815 Brazos St Suite A #558
Austin, TX 78701
Phone: (512) 222-5440

Order Form #: Q-01741-5
Date: 1/5/2021
Expires On: 1/29/2021
Payment Terms: Net 90
Subscription Term: 12 months

Prepared For:
Hayward Lam
(613) 355-6597
hayward.lam@cbsa-asfc.gc.ca

Bill To:
Canada Border Services Agency
, ON
Canada

Ship To:
Canada Border Services Agency
, ON
Canada

Subscriptions

PRODUCT	Year	QTY	SKU	DESCRIPTION	UNIT PRICE	EXTENDED UNIT PRICE	EXTENDED PRICE
Anaconda Commercial Edition - Large Enterprise	Year 1		SFT.ACE-LE	Anaconda Commercial Edition · Employees (Large Enterprise)			
Tier 1 Support (Anaconda Commercial Edition)	Year 1		SUPP.ACE-TIER1	1 Support Ticket per month for 12 months. Tier 1 Support includes basic package availability and interoperability questions.			
Tier 2 Support (Anaconda Commercial Edition)	Year 1		SUPP.ACE-TIER2	1 Support Hour. Tier 2 Support includes projects and customer specific support needs (package interoperability issues, building conda packages, etc).			
						Subscriptions SUBTOTAL:	$15,000.00
						Subscriptions TOTAL:	$15,000.00

Grand Total: $15,000.00

Order Form Notes
Anaconda Commercial Edition for up to

Product Notes

Please contact your Account Executive with any questions:

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IN WITNESS HEREOF, the parties, acting through their authorized representative and intending to be bound, have executed this Order Form and agreee to the terms and conditions of the ENTERPRISE COMMERCIAL USE AGREEMENT to be effective as of the Effective Date.

Anaconda,Inc.		Client	Canada Border Services Agency
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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ANACONDA

ENTERPRISE COMMERCIAL USE AGREEMENT

The parties have caused this Enterprise Commercial Use Agreement, which is subject to the terms listed below, to be executed by their respective duly authorized representative as of the Effective Date.

This Enterprise Commercial Use Agreement ("Agreement") is entered into between Anaconda, Inc. ("Anaconda") and the Company set forth above and governs Company's use of the Anaconda® Repository. This Agreement shall not become effective or enforceable unless and until Company has returned a fully executed copy of it to Anaconda, at which time the "Effective Date" as used herein, shall be the date first written above.

TERMS AND CONDITIONS

1. Usage Rights Grant. Subject to the terms of this Agreement, Anaconda hereby grants Company a non-exclusive, non-transferable, revocable license, subject to the terms and conditions set forth in this Agreement, to:

- Access and use Anaconda's repository of packages or tools which are licensed on an open source basis from third parties (including binary packages of these third party tools) (the "Repository") for the sole purpose of internal development of software or models for Company's internal use and internal development of proprietary software packages or products that Company may market commercially to its customers;
- Access and use Anaconda's Repository, which may be created solely for Customer upon mutual agreement;
- Make a mirror copy of the Repository for internal use by the Company;
- Use the Repository for broader and enterprise wide commercial use;
- Integrate the Repository with other third-party development tools for internal use by the Company; and
- Redistribute code files in source (if provided to Company by Anaconda as source) and binary forms, with or without modification, subject to the requirements set forth below.

Company shall not transmit, transfer, disclose or otherwise provide the Repository or any material portion of the Repository, in any form or fashion whatsoever, to any third party or otherwise use the Repository to create a competitive repository for use by third parties. Company shall comply with all laws, rules, and regulations applicable to Company's use of the contents of the Repository and as may be applicable to this Agreement. Anaconda reserves all rights not expressly granted to Company in this Agreement. Nothing in this Agreement shall be construed as a license to Anaconda's proprietary software.

This Agreement entitles the Company to support for its use of the Repository per appendix A.

Redistribution and use of a package or tool contained in the Repository, with or without modification, are permitted provided that the following conditions are met:

- Such use must be in compliance with the license applicable to the respective tool or package as further provided in Section 2 including any requirements applicable to source code contained in the Repository regarding the inclusion of rights reservations and/or copyright notices applicable to such code (e.g., "All rights reserved under the 3-clause BSD License");
- The purpose of the redistribution shall not be the provision of a competitive repository to the Repository; and
- The redistribution is not of the entire Repository or any material portion of the Repository.

Company acknowledges that, as between Company and Anaconda, Anaconda owns all right, title, and interest, including all intellectual property rights, in and to the database structure for the Repository as well as repodata.json and, with respect to third-party products included in the Repository, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to such products.

2. Notice of Third-Party Software Licenses. The Repository contains software packages or tools licensed on an open source basis from third parties and binary packages of these third-party tools. These third-party software packages or tools are provided on an "as is" basis and are subject to their respective license agreements

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as well as this Agreement. These licenses may be accessed at http://docs.anaconda.com/anaconda/pkg-docs. Information regarding which license is applicable is available from within many of the third party software packages and tools and at https://repo.anaconda.com/pkgs/main/ and https://repo.anaconda.com/pkgs/r/. Anaconda reserves the right, in its sole discretion, to change which third party tools are provided in the Repository. The following licenses are applicable to certain of the third-party tools included within the Repository:

a. Intel® Math Kernel Library. The Repository contains re-distributable, run-time, shared-library files from the Intel® Math Kernel Library ("MKL binaries"). Copyright © 2018 Intel Corporation. License available at https://software.intel.com/en-us/license/intel-simplified-software-license (the "MKL License"). Company may use and redistribute the MKL binaries, without modification, provided the following conditions are met:

- Redistributions must reproduce the above copyright notice and the following terms of use in the MKL binaries and in the documentation and/or other materials provided with the distribution.
- Neither the name of Intel nor the names of its suppliers may be used to endorse or promote products derived from the MKL binaries without specific prior written permission.
- No reverse engineering, decompilation, or disassembly of the MKL binaries is permitted.

Company are specifically authorized to use and redistribute the MKL binaries with Company's installation of the Repository subject to the terms set forth in the MKL License. Company is also authorized to redistribute the MKL binaries.

b. cuDNN Software. The Repository also contains cuDNN™ software binaries ("cuDNN binaries") from NVIDIA® Corporation. Company is specifically authorized to use the cuDNN binaries subject to Company's compliance with the license agreement located at https://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html. Company is also authorized to redistribute the cuDNN binaries. cuDNN binaries contain source code provided by NVIDIA Corporation.

3. Safeguards. Company shall use appropriate safeguards to protect the Repository from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the Repository is stored, ensuring that the Repository is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the Repository other than as allowed under this agreement.

a. Warranty Limitations; Indemnification. THE REPOSITORY AND ALL PACKAGES AND TOOLS CONTAINED WITHIN THE REPOSITORY ARE PROVIDED BY ANACONDA AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ANACONDA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE REPOSITORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANACONDA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE REPOSITORY,

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WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ANACONDA AND ITS AFFILIATES UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED US$10.00.

c. COMPANY SHALL INDEMNIFY ANACONDA AGAINST ALL LOSSES AND EXPENSES ARISING OUT OF COMPANY'S USE OF THE REPOSITORY OR THE PACKAGES OR TOOLS IT CONTAINS.

4. Term and Termination. The Initial Term of this Agreement shall be as set forth on the initial page. Upon expiration of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless either party gives notice of termination at any time prior to the last thirty (30) days of the Term. The Initial Term and any Renewal Terms are collectively, the "Term." Anaconda may, at any time, terminate this Agreement and the license granted hereunder if Company fails to comply with any term of this Agreement. Upon any termination of this Agreement, Company agrees to promptly discontinue use of the Repository and destroy all copies in Company's possession or control. Upon any termination of this Agreement all provisions survive except for the licenses granted to Company.

5. Export; Cryptography Notice. Company must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. The Repository includes cryptographic software. The country in which Company resides may have restrictions on the import, possession, use, and/or re-export to another country, of encryption software. BEFORE using any encryption software, please check the laws, regulations and policies in the country where Company is using the software concerning the import, possession, or use, and re-export of encryption software, to see if this is permitted. See the Wassenaar Arrangement http://www.wassenaar.org/ for more information. The Intel® Math Kernel Library contained in the Repository is classified by Intel® as ECCN 5D992.c with no license required for export to non-embargoed countries. The following packages are included in this distribution that relate to cryptography:

- openssl The OpenSSL Project is a collaborative effort to develop a robust, commercial-grade, full-featured, and open source toolkit implementing the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols as well as a full-strength general-purpose cryptography library.
- pycrypto A collection of both secure hash functions (such as SHA256 and RIPEMD160), and various encryption algorithms (AES, DES, RSA, ElGamal, etc.).
- pyopenssl A thin Python wrapper around (a subset of) the OpenSSL library.
- kerberos (krb5, non-Windows platforms) A network authentication protocol designed to provide strong authentication for client/server applications by using secret-key cryptography.
- cryptography A Python library which exposes cryptographic recipes and primitives.
- pycryptodome A fork of PyCrypto. It is a self-contained Python package of low-level cryptographic primitives. (https://pycryptodome.readthedocs.io/en/latest/src/introduction.html)
- pycryptodomex A stand-alone version of pycryptodome.
- libsodium A software library for encryption, decryption, signatures, password hashing, and more.
- pynacl A Python binding to the Networking and Cryptography library, a crypto library with the stated goal of improving usability, security, and speed.

6. Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder by Company must be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Travis County, Texas, and Company irrevocably submit to the jurisdiction of such courts in any such suit, action, or proceeding.

7. Assignment. Neither party shall assign this Agreement or any of its rights or obligations under this Agreement without the other party's prior written consent.

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8. Miscellaneous. This Agreement represents the final expression of the parties' intent relating to the subject matter of this Agreement, contains all the terms the parties agreed to relating to the subject matter, and replaces all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this Agreement. If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions. This Agreement may be executed in two (2) or more separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures shall be given the same effect as original signatures. Any notice or demand given hereunder by the holder hereof shall be deemed to have been given and received (i) when actually received by the other party, if delivered in person, or (ii) if mailed, on the earlier of the date actually received or (whether ever received or not) three (3) business days after a letter containing such notice, certified or registered, with postage prepaid, addressed to the other party, is deposited in the United States mail. Notices to the Company shall be addressed to the address indicated on the first page hereof and notices to Anaconda shall be addressed to ANACONDA, INC., Attn: Legal, 815 Brazos St Suite A #558, Austin, TX 78701 or legal@anaconda.com. Either party may change its address by giving written notice of such change in the manner provided above for giving notice.

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APPENDIX A

Anaconda will provide the support indicated in your purchase form:

Tier 1 Support includes:

- Availability issues of the repository:
  - "We are getting Connection Failed errors when installing a package or creating an environment."
- Issues installing and using access tokens:
  - "We followed the instruction for adding the access token to our mirroring scripts, and the following errors are occurring."
- Conda operation errors:
  - "I get an SSLError when I try to install a package."
- Basic package availability and interoperability questions:
  - "When I try to install the package X into my environment, it says I have a conflict."
- Other informational questions:
  - "Is there a silent or batch installer for Anaconda?"
  - "Package X is not in defaults or conda-forge, but it is available on PyPi. How do we use it with conda?"

Many of these questions will be accumulated into a FAQ/knowledgebase made available to all customers, so that they can be addressed without a support ticket.

Tier 2 is drawn from a bucket of included hours and can be applied to a variety of projects and customer specific support needs. Examples of typical Tier 2 support issues include:

- Building conda packages:
  - "Package X is not available on defaults or conda-forge. Can someone build it for us?"
  - "The conda-forge version of this package causes problems with my environment. Can you build a version compatible with defaults?"
- Custom installer builds:
  - "We would like a custom installer that includes packages X, Y, and Z."
- Building other assets:
  - "We would like a Cloudera parcel built from this environment."
  - "We would like a Docker container built from this environment."
- Package usage questions:
  - "I'm trying to use package X, but when I call this command, it gives me an error that I don't understand."

SLA for both tiers is 48 hour response time
Tier 1: Tickets do not roll over and will reset at the beginning of each calendar month.
Tier 2: Hours do not roll over annually. Tier 2 hours expire at the end of the calendar year. Hours will be prorated per subscription date.

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ANACONDA

ORDER FORM

Anaconda, Inc.
815 Brazos St Suite A #558
Austin, TX 78701
Phone: (512) 222-5440

Order Form #: Q-01741-6
Date: 2/16/2021
Expires On: 2/26/2021
Payment Terms: Net 90
Subscription Term: 12 months

Prepared For:
Hayward Lam
(613) 355-6597
hayward.lam@cbsa-asfc.gc.ca

Bill To:
Canada Border Services Agency
, ON
Canada

Ship To:
Canada Border Services Agency
, ON
Canada

Subscriptions

PRODUCT	Year	QTY	SKU	DESCRIPTION	UNIT PRICE	EXTENDED UNIT PRICE	EXTENDED PRICE
Anaconda Commercial Edition - Large Enterprise	Year 1		SFT.ACE-LE	Anaconda Commercial Edition - Employees (Large Enterprise)			
Tier 1 Support (Anaconda Commercial Edition)	Year 1		SUPP.ACE-TIER1	1 Support Ticket per month for 12 months. Tier 1 Support includes basic package availability and interoperability questions.			
Tier 2 Support (Anaconda Commercial Edition)	Year 1		SUPP.ACE-TIER2	1 Support Hour. Tier 2 Support includes projects and customer specific support needs (package interoperability issues, building conda packages, etc).			
						Subscriptions SUBTOTAL:	$15,000.00
						Subscriptions TOTAL:	$15,000.00

Grand Total: $15,000.00

Order Form Notes
Anaconda Commercial Edition for up to

Product Notes

Please contact your Account Executive with any questions:

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IN WITNESS HEREOF, the parties, acting through their authorized representative and intending to be bound, have executed this Order Form and agree to the terms and conditions of the ENTERPRISE COMMERCIAL USE AGREEMENT to be effective as of the Effective Date.

Anaconda,Inc.		Client	Canada Border Services Agency
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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ANACONDA.

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- Access and use Anaconda's Repository, which may be created solely for Customer upon mutual agreement;
- Make a mirror copy of the Repository for internal use by the Company;
- Use the Repository for broader and enterprise wide commercial use;
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- Redistribute code files in source (if provided to Company by Anaconda as source) and binary forms, with or without modification, subject to the requirements set forth below.

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This Agreement entitles the Company to support for its use of the Repository per appendix A.

Redistribution and use of a package or tool contained in the Repository, with or without modification, are permitted provided that the following conditions are met:

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- The purpose of the redistribution shall not be the provision of a competitive repository to the Repository;
- The redistribution is not of the entire Repository or any material portion of the Repository; and
- The purpose of the redistribution is not part of a commercial product for resale

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ANACONDA.

Company acknowledges that, as between Company and Anaconda, Anaconda owns all right, title, and interest, including all intellectual property rights, in and to the database structure for the Repository as well as repodata.json and, with respect to third-party products included in the Repository, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to such products.

Notice of Third-Party Software Licenses. The Repository contains software packages or tools licensed on an open source basis from third parties and binary packages of these third-party tools. These third-party software packages or tools are provided on an "as is" basis and are subject to their respective license agreements as well as this Agreement. These licenses may be accessed at http://docs.anaconda.com/anaconda/pkg-docs. Information regarding which license is applicable is available from within many of the third party software packages and tools and at https://repo.anaconda.com/pkgs/main/ and https://repo.anaconda.com/pkgs/r/. Anaconda reserves the right, in its sole discretion, to change which third party tools are provided in the Repository. The following licenses are applicable to certain of the third-party tools included within the Repository:

Intel® Math Kernel Library. The Repository contains re-distributable, run-time, shared-library files from the Intel® Math Kernel Library ("MKL binaries"). Copyright © 2018 Intel Corporation. License available at https://software.intel.com/en-us/license/intel-simplified-software-license (the "MKL License"). Company may use and redistribute the MKL binaries, without modification, provided the following conditions are met:

- Redistributions must reproduce the above copyright notice and the following terms of use in the MKL binaries and in the documentation and/or other materials provided with the distribution.
- Neither the name of Intel nor the names of its suppliers may be used to endorse or promote products derived from the MKL binaries without specific prior written permission.
- No reverse engineering, decompilation, or disassembly of the MKL binaries is permitted.

Company are specifically authorized to use and redistribute the MKL binaries with Company's installation of the Repository subject to the terms set forth in the MKL License. Company is also authorized to redistribute the MKL binaries.

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ANACONDA.

cuDNN Software. The Repository also contains cuDNN™ software binaries ("cuDNN binaries") from NVIDIA® Corporation. Company is specifically authorized to use the cuDNN binaries subject to Company's compliance with the license agreement located at https://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html. Company is also authorized to redistribute the cuDNN binaries. cuDNN binaries contain source code provided by NVIDIA Corporation.

Safeguards. Company shall use appropriate safeguards to protect the Repository from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the Repository is stored, ensuring that the Repository is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the Repository other than as allowed under this agreement.

Warranty Limitations; Indemnification. THE REPOSITORY AND ALL PACKAGES AND TOOLS CONTAINED WITHIN THE REPOSITORY ARE PROVIDED BY ANACONDA AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ANACONDA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE REPOSITORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANACONDA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE REPOSITORY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ANACONDA AND ITS AFFILIATES UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED US$10.00.

COMPANY SHALL INDEMNIFY ANACONDA AGAINST ALL LOSSES AND EXPENSES ARISING OUT OF COMPANY'S USE OF THE REPOSITORY OR THE PACKAGES OR TOOLS IT CONTAINS.

Term and Termination. The Initial Term of this Agreement shall be as set forth on the initial page. Upon expiration of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless either party gives notice of termination at any time prior to the last thirty (30) days of the Term. The Initial Term and any Renewal Terms are collectively, the "Term." Anaconda may, at any time, terminate this Agreement and the license granted hereunder if Company fails to comply with any term of this Agreement. Upon any termination of this Agreement, Company agrees to promptly discontinue use of the Repository and destroy all copies in Company's possession or control. Upon any termination of this Agreement all provisions survive except for the licenses granted to Company.

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Export; Cryptography Notice. Company must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. The Repository includes cryptographic software. The country in which Company resides may have restrictions on the import, possession, use, and/or re-export to another country, of encryption software. BEFORE using any encryption software, please check the laws, regulations and policies in the country where Company is using the software concerning the import, possession, or use, and re-export of encryption software, to see if this is permitted. See the Wassenaar Arrangement http://www.wassenaar.org/ for more information. The Intel® Math Kernel Library contained in the Repository is classified by Intel® as ECCN 5D992.c with no license required for export to non-embargoed countries. The following packages are included in this distribution that relate to cryptography:

- openssl The OpenSSL Project is a collaborative effort to develop a robust, commercial-grade, full-featured, and open source toolkit implementing the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols as well as a full-strength general-purpose cryptography library.
- pycrypto A collection of both secure hash functions (such as SHA256 and RIPEMD160), and various encryption algorithms (AES, DES, RSA, ElGamal, etc.).
- pyopenssl A thin Python wrapper around (a subset of) the OpenSSL library.
- kerberos (krb5, non-Windows platforms) A network authentication protocol designed to provide strong authentication for client/server applications by using secret-key cryptography.
- cryptography A Python library which exposes cryptographic recipes and primitives.
- pycryptodome A fork of PyCrypto. It is a self-contained Python package of low-level cryptographic primitives. (https://pycryptodome.readthedocs.io/en/latest/src/introduction.html)
- pycryptodomex A stand-alone version of pycryptodome.
- libsodium A software library for encryption, decryption, signatures, password hashing, and more.
- pynacl A Python binding to the Networking and Cryptography library, a crypto library with the stated goal of improving usability, security, and speed.

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Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder by Company must be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Travis County, Texas, and Company irrevocably submit to the jurisdiction of such courts in any such suit, action, or proceeding.

Assignment. Neither party shall assign this Agreement or any of its rights or obligations under this Agreement without the other party's prior written consent.

Miscellaneous. This Agreement represents the final expression of the parties' intent relating to the subject matter of this Agreement, contains all the terms the parties agreed to relating to the subject matter, and replaces all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this Agreement. If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions. This Agreement may be executed in two (2) or more separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures shall be given the same effect as original signatures. Any notice or demand given hereunder by the holder hereof shall be deemed to have been given and received (i) when actually received by the other party, if delivered in person, or (ii) if mailed, on the earlier of the date actually received or (whether ever received or not) three (3) business days after a letter containing such notice, certified or registered, with postage prepaid, addressed to the other party, is deposited in the United States mail. Notices to the Company shall be addressed to the address indicated on the first page hereof and notices to Anaconda shall be addressed to ANACONDA, INC., Attn: Legal, 815 Brazos St Suite A #558, Austin, TX 78701 or legal@anaconda.com. Either party may change its address by giving written notice of such change in the manner provided above for giving notice.

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APPENDIX A
Support Levels

Anaconda will provide the support indicated in your purchase form:

Tier 1 Support includes:

- Availability issues of the repository:
  - "We are getting Connection Failed errors when installing a package or creating an environment."
- Issues installing and using access tokens:
  - "We followed the instruction for adding the access token to our mirroring scripts, and the following errors are occurring."
- Conda operation errors:
  - "I get an SSLError when I try to install a package."
- Basic package availability and interoperability questions:
  - "When I try to install the package X into my environment, it says I have a conflict."
- Other informational questions:
  - "Is there a silent or batch installer for Anaconda?"
  - "Package X is not in defaults or conda-forge, but it is available on PyPi. How do we use it with conda?"

Many of these questions will be accumulated into a FAQ/knowledgebase made available to all customers, so that they can be addressed without a support ticket.

Tier 2 is drawn from a bucket of included hours and can be applied to a variety of projects and customer specific support needs. Examples of typical Tier 2 support issues include:

- Building conda packages:
  - "Package X is not available on defaults or conda-forge. Can someone build it for us?"
  - "The conda-forge version of this package causes problems with my environment. Can you build a version compatible with defaults?"
- Custom installer builds:
  - "We would like a custom installer that includes packages X, Y, and Z."
- Building other assets:
  - "We would like a Cloudera parcel built from this environment."
  - "We would like a Docker container built from this environment."
- Package usage questions:
  - "I'm trying to use package X, but when I call this command, it gives me an error that I don't understand."

SLA for both tiers is 48 hour response time
Tier 1: Tickets do not roll over and will reset at the beginning of each calendar month.
Tier 2: Hours do not roll over annually. Tier 2 hours expire at the end of the calendar year. Hours will be prorated per subscription date.

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Lima, Cristina

From: Buduru, Bogdan
Sent: January 20, 2021 11:37 AM
To: Devlin, Anik; Houle, Marion
Cc: APM Contracting / GPA Contrats (CBSA/ASFC)
Subject: FW: Anaconda - CBSA Procurement
Attachments: Q-01741-20210105-1651.pdf

Hi Anik and Marion,

Here is the quote from Anaconda. Note their willingness to be flexible. Please let me know what are the available options to make this payment. We should put the contract in place as soon as possible. Sorry about the pressure. If there is a delay, e.g. we need to go to PSPC and it takes time, I need to let the business side know about this so that they find risk mitigation solutions. We want to avoid being in breach.

Many thanks.

Bogdan

From:
Sent: Tuesday, January 5, 2021 4:57 PM
To: Buduru, Bogdan
Cc: Lam, Hayward
Subject: Re: Anaconda - CBSA Procurement

Hey Bodgan, thanks for the detailed update, it's much appreciated. I've worked with my fair share of Govt. clients in the past, so I definitely understand some of the hoops you might need to jump through. The good news is that we're quite flexible in that regard and happy to work with you to make things as easy as possible.

Keep in mind, the important piece is to have an agreement in place so that the software is being used within compliance terms. So, here are my thoughts...

Based on your comments, would the following be appropriate and doable?
-Execute the contract this month
-Issue a purchase order this month
-Anaconda will edit the quote to allow for net 90 day payment terms

With this approach, we'll have the contract in place and the end users will be supported and within the terms of service, allowing additional time for the payment to be finalized.

Let me know if that will help?

Cheers,

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Lima, Cristina

From:
Sent: March 4, 2021 06:05 PM
To: Boschman, Mark
Subject: Re: CBSA Contract # 2021002616 // 1000356754
Attachments: Singed COntract CBSA.pdf

Hi Mark, thanks for helping wrap this up. Here is the signed contract and the license term has now begun.

We will shoot over the license information to Hayward and send the invoice to the email address listed in the contract.

Thank you for your business.

Cheers,

ANACONDA.

On Thu, Mar 4, 2021 at 8:25 AM Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

> Hi
>
> Thanks for your help with this file.
>
> Please see attached the contract for a one-year subscription to Anacondas software. Please review, sign and send back to me at your earliest convenience signifying the contract has begun.
>
> Thank you

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Best Regards,

Mark Boschman

Contracts Officer| Agent des Contrats

Strategic Procurement Division| Division de l'approvisionnement stratégiques

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Canada Border Services Agency | L'Agence des services frontaliers du Canada

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

From:
Sent: Wednesday, March 3, 2021 12:26 PM
To: Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca>
Subject: Re: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Sounds good, Mark.

Let me know if you need anything in the meantime.

Cheers,

On Wed, 3 Mar 2021 at 11:17 am, Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

Hi .

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Thank you for the consideration. I think at this point we'll just stick with one and re-do the contract at a later date if extension is required. I'm just waiting on the client before I can finish up the contract.

Best Regards,

Mark Boschman

Contracts Officer| Agent des Contrats

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

From:
Sent: Wednesday, March 3, 2021 11:38 AM
To: Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca>
Subject: Re: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Hi Mark, if you would like to lock in the T&C's, we should re-issue the quote for 2 or 3 years now and invoice annually. If we do a 12 month term to start, we cannot guarantee the same T&C's come renewal time.

Please let me know if you would like a revised version with 2 or 3 year subscription term. Other Canada GOV accounts have done this also.

Cheers,

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On Wed, Mar 3, 2021 at 8:54 AM Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

Hi

Thank you for the new quote.

If CBSA wants to extend the contract, will Anaconda give us the option to extend the term of the Contract by up to two additional one-year period(s) under the same terms and conditions?

Best Regards,

Mark Boschman

Contracts Officer| Agent des Contrats

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

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From:
Sent: Tuesday, March 2, 2021 5:36 PM
To: Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca>
Subject: Re: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Hey Mark, I was able to get it pushed out until the 12th.

Please let me know if you have any questions in the meantime. We're looking forward to receiving the contract.

Cheers,

On Tue, Mar 2, 2021 at 4:18 PM Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

Yes that is fine thank you.

Best Regards,

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Mark Boschman

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

From:
Sent: Tuesday, March 2, 2021 4:43 PM
To: Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca>
Subject: Re: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Hi Mark, actually, we were under the impression that this order was going to be closed out by the end of Feb. We had pricing locked in until that date to prevent the new 2021 pricing, which I communicated to Bogdan and the team on Feb 9th.

(pricing is in USD)

Let me try and request a one time approval to extend this by 1 week. Is that sufficient?

Cheers,

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On Tue, Mar 2, 2021 at 3:04 PM Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

Hi again, can you please also let me know if the $15,000 quoted is in CAD or USD? Our system is showing the $11,834.23 USD, so I would think that is $15,000 CAD. Please confirm.

Best Regards,

Mark Boschman

Contracts Officer| Agent des Contrats

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

From: Boschman, Mark
Sent: Tuesday, March 2, 2021 3:49 PM
To:
Subject: RE: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Hi

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To make a long story short, this file has come back into my hands to process. I noticed the updated quote you sent on February 16 was only good until the February 26, which has now passed. Can you please send me another updated quote for the same requirement, please?

Thank you

Best Regards,

Mark Boschman

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Tel: 343-551-6794 | TTY/ATS: 1-866-335-3237

Mark.Boschman@cbsa-asfc.gc.ca

From:
Sent: Tuesday, February 16, 2021 6:02 PM
To: Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca>
Subject: Re: CBSA Quote RENEWAL # Q-01741-5 // 1000356754

Hi Mark, nice to meet you.

I have attached it here.

Can you please provide me a quick understanding of what the next steps are?

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Cheers,

On Tue, Feb 16, 2021 at 3:53 PM Boschman, Mark <Mark.Boschman@cbsa-asfc.gc.ca> wrote:

Hello ,

This is Mark from Procurement at the Canada Border Services Agency. I'm writing regarding Order Form # Q-01741-5 which expired January 29. Can you please send me a new, updated quote for the same requirement?

Thank you

Best Regards,

Mark Boschman

Contracts Officer| Agent des Contrats

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Mark.Boschman@cbsa-asfc.gc.ca

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